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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
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11 BRANDON HENDERSON,

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13 Plaintiff,

14 v.

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16 CITY OF LOS ANGELES, et al,

17 Defendants.
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CASE NO. 2:24-cv-10938-MEMF-Ex
Hon. Maame Ewusi-Mensah Frimpong– Ctrm. 8B
Hon. Charles F. Eick– Ctrm. 750

~~[PROPOSED]~~ **PROTECTIVE
ORDER**

21 1. INTRODUCTION

22 1.1 PURPOSES AND LIMITATIONS

23 Discovery in this action may involve production of confidential, proprietary, or
24 private information for which special protection from public disclosure and from use for
25 any purpose other than prosecuting this litigation may be warranted. Accordingly, the
26 Parties hereby stipulate to and petition the Court to enter the following Stipulated
27 Protective Order. The Parties acknowledge that this Order does not confer blanket
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1 protections on all disclosures or responses to discovery and that the protection it affords
2 from public disclosure and use extends only to the limited information or items that are
3 entitled to confidential treatment under the applicable legal principles. The Parties
4 further acknowledge, as set forth in Section 12.3 below, that this Order does not entitle
5 them to file Confidential Information under seal; Civil Local Rule 79-5 sets forth the
6 procedures that must be followed and the standards that will be applied when a Party
7 seeks permission from the Court to file material under seal.

8 1.2 GOOD CAUSE STATEMENT

9 In light of the nature of the claims and allegations in this case and the parties'
10 representations that discovery in this case may involve the production of confidential
11 records (including but not limited to employment/personnel records¹ and information²
12 of individually named Defendants and/or other employees of the City). In addition,
13 Defendants anticipate conducting discovery as to any potential criminal history of
14 Plaintiff, which may include disclosure of sealed, confidential or otherwise sensitive
15 information. Further, information sought by the parties may include confidential or
16 privileged materials relating to law enforcement operations. In order to expedite the
17 flow of information, to facilitate the prompt resolution of disputes over confidentiality
18 of discovery materials, to adequately protect information the parties are entitled to keep
19 confidential, to ensure that the parties are permitted reasonable necessary uses of such
20 material in connection with this action, to address their handling of such material at the
21 end of the litigation, and to serve the ends of justice, a protective order for such
22 information is justified in this matter. The parties shall not designate any
23 information/documents as confidential without a good faith belief that such
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25 ¹ "Government personnel files are considered official information." *Sanchez v. City of Santa Ana*
26 (9th Cir.1990) 936 F.2d 1027, 1033; *Miller v. Pancucci*(C.D. Cal. 1992) 141 F.R.D. 292, 299.

27 ² See *Ochoa v. McDonald's Corp.*, 2015 WL 3545921, at *2 (N.D. Cal.

28 June 5, 2015), in which the court granted a request to seal specified documents to the extent they reflected employee numbers/identification.

1 information/documents have been maintained in a confidential, non-public manner, and
2 that there is good cause or a compelling reason why it should not be part of the public
3 record of this case.

4 2. DEFINITIONS

5 2.1 Action: *Brandon Henderson v. City of Los Angeles et al.*, USDC Case No.
6 2:24-CV-10938-MEMF-Ex.

7 2.2 Challenging Party: a Party or Nonparty that challenges the designation of
8 information or items under this Order.

9 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it
10 is generated, stored, or maintained) or tangible things that qualify for protection under
11 Federal Rule of Civil Procedure 26(c) and as specified above in the Good Cause
12 Statement. **[Note: any request for a two-tiered, attorney-eyes-only protective order**
13 **that designates certain material as “Highly Confidential” requires a separate,**
14 **detailed showing of need.]**

15 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
16 support staff).

17 2.5 Designating Party: a Party or Nonparty that designates information or items
18 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

19 2.6 Disclosure or Discovery Material: all items or information, regardless of the
20 medium or manner in which it is generated, stored, or maintained (including, among
21 other things, testimony, transcripts, and tangible things), that are produced or generated
22 in disclosures or responses to discovery in this matter.

23 2.7 Expert: a person with specialized knowledge or experience in a matter
24 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
25 expert witness or as a consultant in this action.

26 2.8 House Counsel: attorneys who are employees of a Party to this Action. House
27 Counsel does not include Outside Counsel of Record or any other outside counsel.

1 2.9 Nonparty: any natural person, partnership, corporation, association, or other
2 legal entity not named as a Party to this action.

3 2.10 Outside Counsel of Record: attorneys who are not employees of a Party to
4 this Action but are retained to represent or advise a Party and have appeared in this
5 Action on behalf of that Party or are affiliated with a law firm that has appeared on
6 behalf of that Party, including support staff.

7 2.11 Party: any Party to this Action, including all of its officers, directors,
8 employees, consultants, retained experts, and Outside Counsel of Record (and their
9 support staffs).

10 2.12 Producing Party: a Party or Nonparty that produces Disclosure or Discovery
11 Material in this Action.

12 2.13 Professional Vendors: persons or entities that provide litigation
13 support services (for example, photocopying, videotaping, translating, preparing
14 exhibits or demonstrations, and organizing, storing, or retrieving data in any form or
15 medium) and their employees and subcontractors.

16 2.14 Protected Material: any Disclosure or Discovery Material that is designated
17 as “CONFIDENTIAL.”

18 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
19 from a Producing Party.

20 3. SCOPE

21 The protections conferred by this Stipulation and Order cover not only Protected
22 Material (as defined above) but also any information copied or extracted from Protected
23 Material; all copies, excerpts, summaries, or compilations of Protected Material; and
24 any testimony, conversations, or presentations by Parties or their Counsel that might
25 reveal Protected Material. Any use of Protected Material at trial will be governed by the
26 orders of the trial judge. This Order does not govern the use of Protected Material at
27 trial.

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1 4. DURATION

2 Even after final disposition of this litigation, the confidentiality obligations
3 imposed by this Order will remain in effect until a Designating Party agrees otherwise
4 in writing or a court order otherwise directs. Final disposition is the later of (1)
5 dismissal of all claims and defenses in this Action, with or without prejudice, or (2)
6 final judgment after the completion and exhaustion of all appeals, rehearings, remands,
7 trials, or reviews of this Action, including the time limits for filing any motions or
8 applications for extension of time under applicable law.

9 5. DESIGNATING PROTECTED MATERIAL

10 5.1 Each Party or Nonparty that designates information or items for protection
11 under this Order must take care to limit any such designation to specific material that
12 qualifies under the appropriate standards. To the extent practicable, the Designating
13 Party must designate for protection only those parts of material, documents, items, or
14 oral or written communications that qualify so that other portions of the material,
15 documents, items, or communications for which protection is not warranted are not
16 swept unjustifiably within the ambit of this Order.

17 Indiscriminate or routinized designations are prohibited. Designations that are
18 shown to be clearly unjustified or that have been made for an improper purpose (for
19 example, to unnecessarily encumber the case-development process or to impose
20 unnecessary expenses and burdens on other parties) may expose the Designating Party
21 to sanctions.

22 If it comes to a Designating Party's attention that information or items it
23 designated for protection do not qualify for that level of protection, that Designating
24 Party must promptly notify all other Parties that it is withdrawing the inapplicable
25 designation.

26 5.2 Except as otherwise provided in this Order, Disclosure or Discovery Material
27 that qualifies for protection under this Order must be clearly so designated before the
28 material is disclosed or produced.

1 Designation in conformity with this Order requires the following:

2 (a) for information in documentary form (for example, paper or electronic
3 documents but excluding transcripts of depositions or other pretrial or trial
4 proceedings), the Producing Party must affix at a minimum the legend
5 “CONFIDENTIAL” to each page that contains Protected Material. If only a portion or
6 portions of the material on a page qualify for protection, the Producing Party should to
7 the extent practicable clearly identify the protected portion(s) (for example, by making
8 appropriate markings in the margins).

9 A Party or Nonparty that makes original documents available for inspection need
10 not designate them for protection until after the inspecting Party has indicated which
11 documents it would like copied and produced. During the inspection and before the
12 designation, all material made available for inspection must be treated as
13 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants
14 copied and produced, the Producing Party must determine which documents, or portions
15 thereof, qualify for protection under this Order. Then, before producing the specified
16 documents, the Producing Party must affix the “CONFIDENTIAL” legend to each page
17 that contains Protected Material. If only a portion or portions of the material on a page
18 qualify for protection, the Producing Party should to the extent practical clearly identify
19 the protected portion(s) (for example, by making appropriate markings in the margins).

20 (b) for testimony given in depositions, the Designating Party must identify the
21 Disclosure or Discovery Material that is protected on the record, before the close of the
22 deposition.

23 (c) for information produced in some form other than documentary and for any
24 other tangible items, the Producing Party must affix in a prominent place on the exterior
25 of the container or containers in which the information is stored the legend
26 “CONFIDENTIAL.” If only a portion or portions of the information warrant protection,
27 the Producing Party, to the extent practicable, must identify the protected portion(s).
28

1 5.3 If timely corrected, an inadvertent failure to designate qualified information
2 or items does not, standing alone, waive the Designating Party's right to secure
3 protection under this Order for that material. On timely correction of a designation, the
4 Receiving Party must make reasonable efforts to assure that the material is treated in
5 accordance with the provisions of this Order.

6 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

7 6.1 Any Party or Nonparty may challenge a designation of confidentiality at any
8 time consistent with the Court's scheduling order.

9 6.2 The Challenging Party must initiate the dispute-resolution process (and, if
10 necessary, file a discovery motion) under Local Rule 37.

11 6.3 The burden of persuasion in any such proceeding is on the Designating Party.
12 Frivolous challenges, and those made for an improper purpose (for example, to harass
13 or impose unnecessary expenses and burdens on other parties), may expose the
14 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn
15 the confidentiality designation, all parties must continue to afford the material in
16 question the level of protection to which it is entitled under the Producing Party's
17 designation until the Court rules on the challenge.

18 7. ACCESS TO AND USE OF PROTECTED MATERIAL

19 7.1 A Receiving Party may use Protected Material that is disclosed or produced
20 by another Party or by a Nonparty in connection with this Action only for prosecuting,
21 defending, or attempting to settle this Action. Such Protected Material may be disclosed
22 only to the categories of people and under the conditions described in this Order. When
23 the Action has been terminated, a Receiving Party must comply with the provisions of
24 Section 13 below (FINAL DISPOSITION). Protected Material must be stored and
25 maintained by a Receiving Party at a location and in a manner sufficiently secure to
26 ensure that access is limited to the people authorized under this Order.

1 7.2 Unless otherwise ordered by the Court or permitted in writing by the
2 Designating Party, a Receiving Party may disclose any information or item designated
3 “CONFIDENTIAL” only to the following people:

4 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as
5 employees of that Outside Counsel of Record to whom it is reasonably necessary to
6 disclose the information for this Action;

7 (b) the officers, directors, and employees (including House Counsel) of the
8 Receiving Party to whom disclosure is reasonably necessary for this Action;

9 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure
10 is reasonably necessary for this Action and who have signed the “Acknowledgment and
11 Agreement to Be Bound” (Exhibit A);

12 (d) the Court and its personnel;

13 (e) court reporters and their staff;

14 (f) professional jury or trial consultants, mock jurors, and Professional Vendors
15 to whom disclosure is reasonably necessary for this Action and who have signed the
16 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

17 (g) the author or recipient of a document containing the information or a
18 custodian or other person who otherwise possessed or knew the information;

19 (h) during their depositions, witnesses and attorneys for witnesses to whom
20 disclosure is reasonably necessary, provided that the deposing party requests that the
21 witness sign the form attached as Exhibit A hereto and the witnesses will not be
22 permitted to keep any confidential information unless they sign the form, unless
23 otherwise agreed by the Designating Party or ordered by the Court. Pages of transcribed
24 deposition testimony or exhibits to depositions that reveal Protected Material may be
25 separately bound by the court reporter and may not be disclosed to anyone except as
26 permitted under this Order; and
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1 (i) any mediator or settlement officer, and their supporting personnel, mutually
2 agreed on by any of the Parties engaged in settlement discussions or appointed by the
3 Court.

4 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
5 OTHER LITIGATION

6 If a Party is served with a subpoena or a court order issued in other litigation that
7 compels disclosure of any information or items designated in this Action as
8 “CONFIDENTIAL,” that Party must

9 (a) promptly notify in writing the Designating Party. Such notification must
10 include a copy of the subpoena or court order unless prohibited by law;

11 (b) promptly notify in writing the party who caused the subpoena or order to
12 issue in the other litigation that some or all of the material covered by the subpoena or
13 order is subject to this Protective Order. Such notification must include a copy of this
14 Order; and

15 (c) cooperate with respect to all reasonable procedures sought to be pursued by
16 the Designating Party whose Protected Material may be affected.

17 If the Designating Party timely seeks a protective order, the Party served with the
18 subpoena or court order should not produce any information designated in this action as
19 “CONFIDENTIAL” before a determination on the protective-order request by the
20 relevant court unless the Party has obtained the Designating Party’s permission. The
21 Designating Party bears the burden and expense of seeking protection of its
22 Confidential Material, and nothing in these provisions should be construed as
23 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
24 directive from another court.

25 9. A NONPARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED
26 IN THIS LITIGATION

27 (a) The terms of this Order are applicable to information produced by a Nonparty
28 in this Action and designated as “CONFIDENTIAL.” Such information is protected by

1 the remedies and relief provided by this Order. Nothing in these provisions should be
2 construed as prohibiting a Nonparty from seeking additional protections.

3 (b) In the event that a Party is required by a valid discovery request to produce a
4 Nonparty's Confidential Information in its possession and the Party is subject to an
5 agreement with the Nonparty not to produce the Nonparty's Confidential Information,
6 then the Party must

7 (1) promptly notify in writing the Requesting Party and the Nonparty that
8 some or all of the information requested is subject to a confidentiality agreement with a
9 Nonparty;

10 (2) promptly provide the Nonparty with a copy of this Order, the relevant
11 discovery request(s), and a reasonably specific description of the information requested;
12 and

13 (3) make the information requested available for inspection by the
14 Nonparty, if requested.

15 (c) If the Nonparty fails to seek a protective order within 21 days of receiving the
16 notice and accompanying information, the Receiving Party may produce the Nonparty's
17 Confidential Information responsive to the discovery request. If the Nonparty timely
18 seeks a protective order, the Receiving Party must not produce any information in its
19 possession or control that is subject to the confidentiality agreement with the Nonparty
20 before a ruling on the protective-order request. Absent a court order to the contrary, the
21 Nonparty must bear the burden and expense of seeking protection of its Protected
22 Material.

23 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

24 If a Receiving Party learns that by inadvertence or otherwise, it has disclosed
25 Protected Material to any person or in any circumstance not authorized under this
26 Order, the Receiving Party must immediately notify the Designating Party in writing of
27 the unauthorized disclosures, use its best efforts to retrieve all unauthorized copies of
28 the Protected Material, inform the person or people to whom unauthorized disclosures

1 were made of the terms of this Order, and ask that person or people to execute the
2 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

3 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
4 PROTECTED MATERIAL

5 When a Producing Party gives notice to Receiving Parties that certain
6 inadvertently produced material is subject to a claim of privilege or other protection, the
7 obligations of the Receiving Parties are those set forth in Federal Rule of Civil
8 Procedure 26(b)(5)(B).

9 12. MISCELLANEOUS

10 12.1 Nothing in this Order abridges the right of any person to seek its
11 modification by the Court.

12 12.2 By stipulating to the entry of this Order, no Party waives any right it
13 otherwise would have to object to disclosing or producing any information or item on
14 any ground not addressed in this Order. Similarly, no Party waives any right to object
15 on any ground to use in evidence of any of the material covered by this Order.

16 12.3 A Party that seeks to file under seal any Protected Material must comply
17 with Civil Local Rule 79-5. Protected Material may be filed under seal only pursuant to
18 a court order authorizing the sealing of the specific Protected Material at issue. If a
19 Party's request to file Protected Material under seal is denied, then the Receiving Party
20 may file the information in the public record unless otherwise instructed by the Court.

21 13. FINAL DISPOSITION

22 After the final disposition of this Action, as defined in paragraph 4, within 60
23 days of a written request by the Designating Party, each Receiving Party must return all
24 Protected Material to the Producing Party or destroy such material. As used in this
25 subdivision, “all Protected Material” includes all copies, abstracts, compilations,
26 summaries, and any other format reproducing or capturing any of the Protected
27 Material. Whether the Protected Material is returned or destroyed, the Receiving Party
28 must submit a written certification to the Producing Party (and, if not the same person

1 or entity, to the Designating Party) by the 60-day deadline that identifies (by category,
2 when appropriate) all the Protected Material that was returned or destroyed and affirms
3 that the Receiving Party has not retained any copies, abstracts, compilations,
4 summaries, or any other format reproducing or capturing any of the Protected Material.
5 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all
6 pleadings; motion papers; trial, deposition, and hearing transcripts; legal memoranda;
7 correspondence; deposition and trial exhibits; expert reports; attorney work product;
8 and consultant and expert work product even if such materials contain Protected
9 Material. Any such archival copies that contain or constitute Protected Material remain
10 subject to this Order as set forth in Section 4 (DURATION).

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14. SANCTIONS

Any willful violation of this Order may be punished by civil or criminal contempt, financial or evidentiary sanctions, reference to disciplinary authorities, or other appropriate action at the discretion of the Court.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: April 2, 2025 Kirakosian Law APC

By: /s/ Gregory Levon Kirakosian

Gregory Levon Kirakosian
Attorney for Plaintiff, Brandon Henderson

Dated: April 2, 2025

HYDEE FELDSTEIN SOTO, City Attorney
DENISE C. MILLS, Chief Deputy City Attorney
KATHLEEN KENEALY, Chief Assistant City Attorney
CORY M. BRENT, Senior Assistant City Attorney

By: /s/ *Sasha O. Lazarevich*

SASHA O. LAZAREVICH, Deputy City Attorney
Attorneys for Defendants, **CITY OF LOS ANGELES**,
OFFICER ANTHONY SORIANO, and **OFFICER MARCO MUNOZ**

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

April 2, 2025

/s/ Charles F. Eick

DATED: _____

HON. CHARLES F. EICK
UNITED STATES MAGISTRATE JUDGE

ATTESTATION RE ELECTRONIC SIGNATURES

Pursuant to Local Rule 5 5-4.3.4(a)(2)(i), I attest that the other signatories listed, and on whose behalf the filing is submitted, concur in the filing's content and have authorized the filing.

Dated: April 2, 2025

HYDEE FELDSTEIN SOTO, City Attorney
DENISE C. MILLS, Chief Deputy City Attorney
KATHLEEN KENEALY, Chief Assistant City Attorney
CORY M. BRENTE, Senior Assistant City Attorney

By: /s/ *Sasha O. Lazarevich*

SASHA O. LAZAREVICH, Deputy City Attorney
Attorneys for Defendants, CITY OF LOS ANGELES,
OFFICER ANTHONY SORIANO, and OFFICER MARCO MUNOZ

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [full name], of _____
[full address], declare under penalty of perjury that I have read in its entirety and
understand the Stipulated Protective Order that was issued by the U.S. District Court
for the Central District of California on [date] in the case of *Brandon Henderson v. City
of Los Angeles, et al*, Case No. 2:24-CV-10938-MEMF-Ex. I agree to comply with and
to be bound by all terms of this Stipulated Protective Order, and I understand and
acknowledge that failure to so comply could expose me to sanctions and punishment,
including contempt. I solemnly promise that I will not disclose in any manner any
information or item that is subject to this Stipulated Protective Order to any person or
entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the U.S. District Court for the
Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action. I hereby appoint _____ [full
name] of _____ [full address and
telephone number] as my California agent for service of process in connection with
this action or any proceedings related to enforcement of this Stipulated Protective
Order.

Date: _____

City and State where signed: _____

Printed name: _____

Signature: _____